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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

RESALE OF TIMBER.

Notification dated 29th May 1925.

The timber of the defaulting purchasers will be resold by public auction at the following depots by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions :—

Sl. No.	Name of depot	Date of sale	Quantity		Remarks
			Teak	Other kinds	
1	Periyapatna ...	23rd June 1925 ...	Sale of defaulters' timber.		*Antharsanthe and Sargur sales at 8 A M. Sales at the remaining depots at 2 P.M.
2	Hunsur ...	24th June 1925 ...			
3	Manchegowdanhalli ...	25th June 1925 ...			
4	Antharsanthe* ...				
5	Sargur ...				
6	Hanipapur ...	26th June 1925 ...			
7	Woodyard, Mysore ...	27th June 1925 ...			
8	Nanjangud ...	29th June 1925 ...			
9	Chamarajnagar ...	30th June 1925 ...			

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter, who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. If the amount is not fully paid for by the purchaser on the sale date, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser

8. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot.

9. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

10. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

11. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 29th May, 1925.

It is notified for general information that the right of collecting tolls at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharsante-Kymara road, from 1st July 1925 to 30th June 1926, will be sold by public auction at Antharsante, on 20th June 1925 at 3 P.M., by the District Forest Officer, or any other officer deputed for the purpose. The sale will be subject to the confirmation of the District Forest Officer or the Conservator of Forests in Mysore as the case may be.

2. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for incoming and outgoing traffic and at no higher rates.

3. The District Forest Officer or the Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay, as soon as the sale is over, a deposit equal to two months' instalments for the due fulfilment of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract period.

5. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If delay is made in the payment of the instalments, interest at one pie per rupee per month will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be resold at the discretion of the District Forest Officer or the Conservator of Forests, and the deficit if any, in the resale will be recovered from the contractor, who shall not be entitled to any profits, resulting therefrom.

6. In addition to the sale amount, the contractor is bound to pay local cess at one anna per rupee and railway cess at three pies in the rupee on the contract amount in a lump sum after the confirmation of the sale.

7. The contractor is also bound to keep an account showing the daily collections and it shall be open to inspection by the Forest and Revenue authorities.

8. He shall also be bound to keep the true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost a resident mutsaddi at the toll-gate.

9. The contractor will have the use of existing toll-houses and gates and he will be required to keep them in good order. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

10. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

11. Carts laden with bones or other subtances for use as manure should be treated as carts unladen and tolled on accordingly.

12. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 64 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 393-06-2, dated 10th August 1907).

13. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1683—Legis., 10-07-4, dated 30th November 1907).

14. No toll shall be paid for the passage of troops or military stores, or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered at the last toll-gate passed before the cart, a carriage or animal conveying such property reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B. 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvaraja.

15. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

16. No toll shall be levied for the passages of carriages, carts or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c*) licensed by the District Board during the period for which they have been licensed; and (*d*) engaged by the Postal Department to convey mails (*vide* Section 65 of Local Boards Regulations).

17. A table of authorised tolls shall be legibly written in English and Kanarese and shall be put up in a conspicuous place near the toll-gate.

18. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

19. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to cancellation and deficit in the resale will be recovered from him.

SCHEDULE A.

Traffic.	*Sales.* Rs. a. p.
On every motor car	1 0 0
Four-wheeled carriage with passengers	0 12 0
Do without passengers	0 6 0
Two-wheeled carriage with passengers	0 8 0
Do without passengers	0 4 0
Cart laden	0 4 0
Carts unladen	0 2 0
Elephants	1 0 0
Camels, laden	0 4 0
Do unladen	0 2 0
Horses with rider	0 1 6
Do without rider	0 0 9
Ponies with rider	0 1 6
Do without rider	0 0 9
Bullocks, laden	0 1 0
Do unladen	0 0 6
Asses, laden	0 0 6
Do unladen	0 0 3
Palanquins with two bearers	0 2 0
Do with more than two bearers	0 4 0
Sheep, goat or pig	0 0 1

Notification dated 29th May 1925.

It is hereby notified for general information that the right of harvesting the grass crop in the undermentioned Plantations and State Forests of the District, up to the end of June 1926, will be sold by public auction on the dates and at the places specified against plantations or forests by the concerned Range Forests Officer:—

Name of the taluk	Name of the plantation or forests	Area in acres	Distance from Taluk head-quarters or Railway Station	Date of sale	Place of sale	Designation of the officer conducting the sale
Hunsur ..	Kotagakaval ..	150	8 miles from Yedatore.	20—6—25	Kotagakaval ..	Range Officer, Hunsur
	Naibalia ..	220	12 miles from Yedatore.	24—6—25	Naibalia ..	Do Periyapatna
	Muthur Forest Lodge compound.	..	Do ..	20—6—25	Muthur Forest Lodge.	Do do
	Hosurmarigudi ..	365	Do ..	Do	Hosurmarigudi.	Do do
	Panchavalli ..	312	16 miles from Hunsur	22—6—25	Panchavalli ..	Do do
Yedatore ..	Matada kaval ..	715	10 miles from Yedatore.	Do	Matada kaval ..	Do Hunsur
	Hasuvinakaval ..	837	..	20—6—24	Hasuvinakaval.	Do French Rocks
Seringa-patam.	Karighatta ..	..	8 miles from French Rocks	23—6—25	Kurgahalli ..	Do Hunsur
	Kurgahalli ..	137	4 miles from Mysore.			
	Bastipur ..	183	Do ..	23—6—25		
	Yegeobalii ..	..	..	..		
Mysore ..	Yelwal Residency ..	530	10 miles from Mysore.	24—6—25	Yelwal ..	Do do
	Bommenahalli .	120	12 miles from Mysore.	25—6—25	Bommenahalli..	Do do
	Varuna ..	..	10 miles from Mysore.	20—6—25	Varuna ..	Forester, Chamundi Hills, Mysore.
T.-Narsipur.	Talkad ..	291	30 miles from Mysore.	20—6—25	Talkad ..	Range Officer, Chamraj-nagar.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the local cess at one anna per rupee, railway cess at 3 pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which, the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser; who shall not participate, however, in any gain, but will make good any loss sustained by Government, by such re-sale the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sub-let the harvesting without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the forests will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of June 1925. No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area, should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 6th June 1925.

Tenders will be received by the District Forest Officer, Hassan, at the District Forest Office, Hassan, up to 5 P.M. on the 3rd June 1925 for the Koti preparation of sandalwood during the year 1925-26. The approximate quantity to be prepared will be 250 tons or more (outturn).

2. Tenders should be registered, insured, and superscribed as 'TENDER FOR THE KOTI PREPARATION OF SANDALWOOD'. The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rate to be quoted should be per ton of wood.

3. The District Forest Officer will be at liberty to accept or reject the lowest tender without assigning any reason therefor.

4. Within 15 days from the date of intimation of the fact of approval, the successful tenderer, shall furnish a security of Rs. 250 (two hundred and fifty) including the initial deposit referred to above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Hassan District, and execute an agreement on a duly stamped paper binding himself of observing the following conditions: —

5. The earnest deposit money in the case of all unsuccessful tenderers will be duly returned to them in person or at their cost if by post.

Conditions.

(*a*) That the contractor shall be ever ready during the period of contract to employ as many number of coolies who know how to work at sandal so as to turn out the allotted quantity every week, fortnight or month as may be assigned.

(*b*) That in case the contractor fails to employ the required number of coolies required so as to turn the allotted quantity of prepared wood at any time, the officer in charge of the Koti shall make his own arrangements for the preparation of the wood by employing coolies making the contractor liable to pay up the cost even though it may happen to be extra. The contract will also be liable for cancellation at the discretion of the District Forest Officer on account of default.

(*c*) The Koti preparation work will be commenced at 8 A.M., and continued till 6 P.M., everyday with an interval of an hour or two from 12 noon.

(*d*) The available tools in the Koti shall be spared for work and in case the number of coolies are more in number than the tools available, the contractor should himself provide the extra tools required. The tools spared from the Government should be returned in fact as otherwise, the cost thereof will be deducted from out of the contractor's dues or from his security deposit amount.

(*e*) That the contractor should be present at the sandal *koti* at all times, the preparation is going on and he shall be solely responsible for all acts and omissions by his coolies.